

RECORD OF PUBLIC BID OPENING

Requisition # K-000380

Project: Cold Asphalt Patching Material

Bid Closing Date: December 18, 2006 @ 5:00 PM

Bid Open Date: December 19, 2006 @ 10:30 AM

STATUS: AWARDED to Lakeside Industries, dba Valley Paving

BIDDER: Lakeside Industries / dba - Valley Paving

District 1 – Coeur d’Alene, Idaho

“SP” ITEM NO.	UNIT	ITEM DESCRIPTION	UNIT PRICE	TOTAL AMOUNT BID
SP-1	One-Ton Pallet	Cold Asphalt Patching Material	\$ 445.00	\$ 445.00
SP-1	Two-Ton Pallet	Cold Asphalt Patching Material	\$ 625.00	\$ 625.00

Estimates are for bidding purposes only.

District 2 – Lewiston, Idaho

“SP” ITEM NO.	UNIT	ITEM DESCRIPTION	UNIT PRICE	TOTAL AMOUNT BID
SP-1	One-Ton Pallet	Cold Asphalt Patching Material	\$ 445.00	\$ 445.00
SP-1	Two-Ton Pallet	Cold Asphalt Patching Material	\$ 625.00	\$ 625.00

Estimates are for bidding purposes only.

District 3 – Boise, Idaho

“SP” ITEM NO.	UNIT	ITEM DESCRIPTION	UNIT PRICE	TOTAL AMOUNT BID
SP-1	One-Ton Pallet	Cold Asphalt Patching Material	\$ 395.00	\$ 395.00
SP-1	Two-Ton Pallet	Cold Asphalt Patching Material	\$ 525.00	\$ 525.00

Estimates are for bidding purposes only.

District 4 – Shoshone, Idaho

“SP” ITEM NO.	UNIT	ITEM DESCRIPTION	UNIT PRICE	TOTAL AMOUNT BID
SP-1	One-Ton Pallet	Cold Asphalt Patching Material	\$ 395.00	\$ 395.00
SP-1	Two-Ton Pallet	Cold Asphalt Patching Material	\$ 525.00	\$ 525.00

Estimates are for bidding purposes only.

District 5 – Pocatello, Idaho

“SP” ITEM NO.	UNIT	ITEM DESCRIPTION	UNIT PRICE	TOTAL AMOUNT BID
SP-1	One-Ton Pallet	Cold Asphalt Patching Material	\$ 645.00	\$ 645.00
SP-1	Two-Ton Pallet	Cold Asphalt Patching Material	\$ 775.00	\$ 775.00

Estimates are for bidding purposes only.

District 6 – Rigby, Idaho

“SP” ITEM NO.	UNIT	ITEM DESCRIPTION	UNIT PRICE	TOTAL AMOUNT BID
SP-1	One-Ton Pallet	Cold Asphalt Patching Material	\$ 645.00	\$ 645.00
SP-1	Two-Ton Pallet	Cold Asphalt Patching Material	\$ 775.00	\$ 775.00

Estimates are for bidding purposes only.

District 4 – Shoshone, Idaho

“SP” ITEM NO.	UNIT	ITEM DESCRIPTION	UNIT PRICE	TOTAL AMOUNT BID
SP-1	One-Ton Pallet	Cold Asphalt Patching Material	\$ 395.00	\$ 395.00
SP-1	Two-Ton Pallet	Cold Asphalt Patching Material	\$ 525.00	\$ 525.00

Estimates are for bidding purposes only.

District 5 – Pocatello, Idaho

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Estimates are for bidding purposes only.

District 6 – Rigby, Idaho

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Estimates are for bidding purposes only.

INVITATION TO BID (ITD)
IDAHO TRANSPORTATION DEPARTMENT (ITD)

COLD ASPHALT PATCHING MATERIAL

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IDAHO TRANSPORTATION DEPARTMENT

**INVITATION TO BID
COLD ASPHALT PATCHING MATERIAL
REQUISITION NO. K000380**

December 4, 2006

Idaho Transportation Department
Supply Services Purchasing Section
3311 West State Street
Boise, Idaho 83703

ALL sealed bids must be received by 5:00 pm on December 18, 2006. Sealed bids will be opened at 10:30 am on December 19, 2006 at Supply Services, Purchasing Office, at 3311 West State Street in Boise. The scope of work on this project consists of supplying cold asphalt patching materials as per the specifications contained in the above requisition.

Contact Mark McClaine Senior Buyer, at (208) 334-8795 for Bid Requirements and Clarification

Fax ALL questions regarding this bid to: (208) 334-8824

FOR BID RESULTS, PLAN HOLDERS LIST VISIT:

<http://itd.idaho.gov/business/business.htm>

RETURN BID IN A SEALED ENVELOPE CLEARLY MARKED AS SHOWN:

Requisition #: K-000380

Bid Close Date: December 18, 2006 5:00 PM

Bid Open Date: December 19, 2006 10:30 AM

Item Bidding: COLD ASPHALT PATCHING MATERIAL

Mailing Address

Idaho Transportation Department
Supply Services Purchasing Section
P.O. Box 7129
Boise, Idaho 83707-1129

1. SPECIAL PROVISIONS

1.1. PURPOSE

The Idaho Transportation Department requests bids from qualified vendors to supply Cold Asphalt Patching Materials as per the specifications contained herein. Bidders shall follow the 2004 Standard Specifications for Highway Construction, Section 702.

1.2. PRODUCTS CATEGORIES

Bids are requested for the following Categories:

CATEGORY

PRODUCT IDENTIFICATION

1.3. CONTRACT TERM

The contract will be for a one (1) year period from date of award. This contract may be renewed with two (2) additional one (1) year periods, if mutually agreed upon by both parties. The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the Contract or Contracts or any portion thereof, or of the Contractor's right, title or interest therein, without written consent of the Department.

1.4. CORRESPONDENCE AND ADDENDA

All correspondence will be in writing. In the event that it becomes necessary to revise any part of this ITB, addenda will be posted at <http://itd.idaho.gov>. Information for Consultant, Contractors and Vendors, [Bid Information-Non Highway Construction Projects](#). It will be the responsibility of the Bidder to monitor this site for any updates or amendments. Any oral interpretations or clarifications of this ITB shall not be relied upon. All changes to this ITB must be in writing and posted at <http://itd.idaho.gov> to be valid.

All questions from vendors must be submitted in writing no later than 5:00 p.m. December 11, 2006, Attn: Mark McClaine, Senior Purchasing Agent. These submissions can be by mail at P.O. Box 7129, Boise ID 83707-1129, facsimile 208-334-8824 or e-mail mark.mcclaine@itd.idaho.gov. Answers to Vendor Questions will be posted at the ITD web site.

1.5. GENERAL SPECIFICATIONS

The bidder of any product that is delivered and/or applied, which is found to be contaminated and is cause for environmental concerns, shall be responsible for all clean

up expenses. This includes but is not limited to clean up measures as needed for the following: storage facility, yard, equipment, and roadside.

The bidder shall be liable, as determined by the purchaser for causing any unanticipated extraordinary damages to equipment used in the storage or distribution of the chemical products.

Each bidder submitting a sample will be notified whether the sample passes or fails to meet the specifications. Copies of the complete lab reports will be available upon request.

All submitted products shall be tested to the specified limits contained within these specifications and as per the products' specific category classifications.

Bids shall be accompanied with the most recent detailed product specification sheet and Material Safety Data Sheet (MSDS). **All documents must be clearly legible.**

1.6. ORDERS, DELIVERIES, AND INVOICING OF PRODUCTS

The bill of lading for each shipment must contain the following information.

1. Name of product.
2. Supplier and manufacturer of product.
3. Delivery Destination.
4. Total number of units being delivered.

The Agency will not process invoices for payment until the bidder has met all requirements under this section. The invoice shall include the following:

1. A copy of the original bill of lading.
2. Contract unit of measure.
3. Total number of units delivered.
4. Contract unit price for product delivered.
5. Total price for units delivered.

1.7. SUPPLY REQUIREMENTS

Upon ordering, ITD will specify the method of delivery and date.

1.8. VENDOR NOTES

When supplier deliveries to ITD storage facilities are requested, a 48-hour notice prior to delivery will be given when possible. ITD reserves the right to negotiate with other vendors for the cold asphalt patching materials if the supplier cannot furnish the specified quality and quantity of material ordered, or if the haul distance from the vendor warehouse to the work site is too long to support a continuous operation.

District Engineers or their delegates will be responsible for determination of unacceptable quality material with documentation provided by ITD materials testing reports. ITD will inspect and sample cold asphalt patching materials if deemed necessary to assure compliance with specifications. Cold asphalt patching materials which fail to meet the materials requirements noted herein will be subject to rejection or a 25% price adjustment for the quantity received at the discretion of the District Engineer.

1.9. QUALIFIED PRODUCTS LIST

Purchased products that appear on the Qualified Products List may be tested for compliance to the material that was originally submitted for qualification. The agency has the right to conduct this testing at its own will. The most current Qualified Products List can be viewed at the ITD web site location or contacting one of the ITD members.

The attached listing shows estimated quantities of cold asphalt patching materials, by asphalt grade, to be used in each maintenance district. Quantities shown are for bidding purposes only. Actual quantities will vary because of the nature of the work.

2. PROPOSAL GUIDELINES

Pre-proposal Conference

Oral explanations, instructions and interpretations given to bidders prior to award of contract will not be binding. It is the Department's intent to provide all bidders equal opportunity to access and acquire all available pertinent information necessary to formulate a responsive bid. Any information, specifications, plans, data or interpretations which the Department discovers is lacking and may be important to all bidders, will be furnished to all bidders in the form of an addendum, the receipt of which shall be acknowledged.

2.1. PERFORMANCE

Submission of a bid by any Contractor shall be accepted as prima facie evidence that they have satisfied themselves as to the nature and location of the work and all other matters, which can in any way affect the work or cost thereof under the contract. Any failure of the Contractor to acquaint them with all available information, including a physical survey of the site of the proposed work, shall not relieve them from successfully performing all the work required.

2.2. BIDDING REQUIREMENTS AND CONDITIONS

Sealed Bids will be received at the time and place stated on the Signature Page. Timely receipt of Bids will be determined by the date and time the Bid is received at the address specified. Hand delivery is encouraged to ensure timely receipt. No proposals

will be accepted after the time indicated. All material that is submitted in accordance with this solicitation becomes the property of the State of Idaho and will not be returned.

The bidder shall submit their bid proposal upon the forms furnished by the Department. In the bid schedule, the bidder shall specify a unit price in figures for each pay item for which a quantity is given and show the products of the respective unit prices and quantities written in figures in the column "Amount Bid," and the total amount of the bid obtained by adding the amounts of the several items. In the event of a discrepancy between unit bid prices and extensions, the unit bid price shall govern. All figures shall be written in ink or typed. Penciled entries will not be accepted. If entries are in pencil, the bid proposal shall be considered irregular and the bid will be rejected.

The bidder's proposal shall be signed with ink by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture, by one or more officers of a corporation, or by an agent of the bidder legally qualified and acceptable to the State. If the proposal is made by an individual, their name and post office address shall be shown; by a partnership, the name and post office address of each partner shall be shown; as a joint venture, the name and post office address of each member or officer of the firms represented by the joint venture shall be shown; by a corporation, the name of the corporation and the business address of its corporate officials shall be shown.

2.3. IRREGULAR PROPOSALS

Proposals will be considered non-responsive and shall be rejected for the following reasons:

1. If the Bid Proposal Form(s) are on a form other than that furnished by the State or if the form is altered or any part thereof is detached.
2. If there are unauthorized additions, conditional or alternate bids, omission of addenda, or irregularities of any kind, which tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
3. If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
4. If the Bid Schedule does not contain a unit price for each pay item listed except in the case of alternate pay items.
5. If the Bid Documents are not sealed, when received by the Department.
6. If the Signature Page is not signed in Ink.
7. If Addendums are not signed and returned with the Bid Documents.

Proposal Guaranty / Surety Bond Requirements

No proposal will be considered unless accompanied by a guaranty of the character and in an amount not less than the amount indicated on the Request for Quotation.

If a surety bond is used, it shall be submitted on an acceptable form signed by the bidder and their surety company. Power of Attorney for the person who executes the bond on behalf of the surety as Attorney-In-Fact must accompany the proposal bond.

The lowest responsive bidder shall furnish a performance bond and a payment bond each in the amount of the contract.

The lowest responsive bidder may deposit government obligations in lieu of performance and payment bonds under the following conditions:

1. The obligations shall be acceptable to the State Treasurer.
2. The obligations shall be payable to, or fully negotiable by, the Department.
3. The obligation shall be in an amount equal at fair market value to the penal sum of the required surety bonds.
4. The bidder pays the initial and return transfer charges for transmittal of the obligation of the Treasurer's Office.

Within **90 days** after final acceptance for the project those obligations deposited, as a performance bond will be returned, less any amount owed to the Department as a result of this contract. Obligations deposited, as the payment bond shall be held for a period of one year from the date of acceptance of the project for settlement of claims in accordance with Idaho Code, Section 54-1927.

Government obligations shall be deposited with the State Treasurer with instructions to issue a safe keeping receipt to the Department.

2.4. DISQUALIFICATIONS OF BIDDERS

Any of the following reasons may be considered as being sufficient for the disqualification of a bidder and the rejection of their proposal or proposals:

1. More than one proposal, for the same work from an individual, partnership or corporation under the same name or a different name.
2. Evidence of collusion among bidders. Participants in such collusion will receive no recognition as bidders for any future work of the State until any such participant shall have been reinstated as a qualified bidder.

2.5. CONSIDERATION OF PROPOSALS

After the proposals are opened and read, they will be compared on the basis of the summation of the products of the approximate quantities shown in the bid schedule by the unit bid prices. The results of such comparisons will be available <http://itd.idaho.gov>, *Information for Consultant, Contractors and Vendors*, [*Bid Information-Non Highway Construction Projects*](#). The right is reserved to reject any or all proposals, to waive technicalities, to advertise for new proposals, or to proceed to do

the work otherwise, if, in the judgment of the Department, it is in the best interest of the State.

2.6. BIDDER CHALLENGE TO DEPARTMENT DETERMINATION

A bidder who did not submit the lowest responsible bid as determined by the Department may within five (5) calendar days of bid opening file a written application to challenge the Department's determination of the lowest responsible bidder and apply to the Department's chief engineer for the appointment of a hearing officer to hold a contest case hearing. The application shall set forth in specific terms the reasons why the Department's decision is thought to be erroneous.

2.7. EXECUTION / AWARD OF THE CONTRACT

The award of contract, if it is awarded, will be made within **15 calendar days** after the Intent to Award Notice letter has been mailed to the lowest responsive bidder whose proposal complies with all requirements prescribed.

However, the award may be deferred beyond **15 calendar days** by mutual written agreement between the Department and the lowest responsive bidder.

The contract shall be signed by the lowest responsive responsible bidder and returned **within 15 calendar days** after the bidder has received the contract. If the contract is not executed by the State within **15 calendar days** following receipt from the bidder of the signed contracts, the bidder shall have the right to withdraw their bid without penalty. No contract shall be considered as effective until it has been fully executed by all of the parties thereto.

2.8. FAILURE TO EXECUTE CONTRACT

Failure to execute the contract within **15 calendar days**, after the contract has been received by the bidder, shall be just cause for the cancellation of the award of contract. Award may then be made to the next lowest responsible bidder or the work may be re-advertised or otherwise, as the Department may decide.

Return of Proposal Guaranty

Proposal guaranties, except those of the two lowest responsive bidders, will be returned immediately following the opening and checking of the proposals. The retained proposal guaranty of the unsuccessful of the two lowest responsive bidders will be returned within 10 days following the award of contract and that of the successful bidder will be returned after satisfactory Surety bonds have been furnished and the contract has been executed.

3. TERMS AND CONDITIONS

3.1. CONTRACT AWARD

All bid prices shall be firm. Please quote price per ton for liquid asphalt material. In addition, please quote a price per ton for freight charges in the event that deliveries are requested by the District offices. Award will be computed separately for each district. Multiple contracts may be awarded.

3.2. CONTRACT TERM

The contract will be for a one (1) year period from date of award. This contract may be renewed with two (2) additional one (1) year periods, if mutually agreed upon by both parties. The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the Contract or Contracts or any portion thereof, or of the Contractor's right, title or interest therein, without written consent of the Department.

3.3. PAYMENT REQUIREMENTS

The Contractor will be paid in accordance with the bid schedule. Payments otherwise due may be withheld on account of substandard or defective work not remedied. Measurement and payment for cold asphalt patching materials will be based on the tons of cold asphalt patching materials furnished at the supplier's plant. Cold asphalt patching materials will be measured by the ton.

3.4. CHANGES

The Department reserves the right to revise the "Work Locations and Schedule" and to make other changes within the general Scope of Work as may be deemed necessary to best serve the interests of the Department. Changes in compensation, which may result from such revisions, shall be documented by formal Change Order to the contract and approved by the Purchasing Agent.

3.5. CLAIMS FOR ADJUSTMENTS AND DISPUTES

If the Contractor believes that additional compensation is due them for work or material not clearly covered in the contract, or not ordered as extra work, as defined herein, they shall prosecute their claim in the following manner.

Prior to doing the work on which they believe additional compensation is due them, the Contractor shall notify the ITD Purchasing Agent in writing of their intent to file a claim. If such notification is not given, then the Contractor shall thereby waive their right to any claim for such additional compensation.

At a minimum, the detailed letter shall include a narration of events, citing of entitlement and a showing of the amount of compensation and/or adjustment of time believed due. Full documentation for all elements in the letter shall be included. The claim will be considered and a determination made. The Purchasing Agent will notify the Contractor in writing of the decision.

The decision will be final and conclusive unless, within thirty (30) days from receipt of the Purchasing Agent's letter, the Contractor submits an appeal in writing to the Purchasing Agent. All pertinent information, references, arguments and data to support the claim shall be included. The Purchasing Agent will review the claim and the Contractor will be notified by mail. This decision will be final and conclusive.

In connection with any appeal proceeding under this subsection, the Contractor will be afforded an opportunity to be heard and offer evidence in support of their claim at any level of review. Pending final decision of a dispute hereunder the Contractor shall proceed diligently with performance of the contract.

3.6. COMPLIANCE

If a formal and written complaint is registered with the Contractor in respect to unsatisfactory work performance, the Contractor will have 72 hours in which to respond in person to the complaint, to remedy the problem(s). Failure to respond in the prescribed time to the complaint or to remedy the problem may result in termination of the contract as provided in Section 6 Termination.

If the District Engineer is not satisfied with the results and remediation of the complaint, periodic and joint inspections with the Contractor may be required to discuss and point out Contractor's violations. Failure of the Contractor to attend these inspections may result in termination of the contract.

3.7. TERMINATION FOR DEFAULT

Should the Contractor neglect to prosecute the work properly, or fails to perform any provision of the contract, the Department, after seven (7) days from written notice to the Contractor, may without prejudice to any other remedy they may have, make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due to the Contractor or, at its option, may terminate the contract and take possession of all materials, tools, fixtures and furnish the work by such means as the Department sees fit, and if the unpaid balance of the contract price exceeds the expense of finishing the work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor's surety shall pay the difference to the Department.

3.8. TERMINATION FOR CONVENIENCE

The DEPARTMENT or CONTRACTOR may cancel this Contract at any time with or without cause upon thirty (30) days' written notice to the other party, and specifying the date of termination.

Cancellation of the Contract by either party shall terminate the obligations or liabilities of the parties, except that the obligations or liabilities incurred prior to the termination date shall be honored.

3.9. INDEMNIFICATION

The Contractor shall indemnify, save harmless, and defend regardless of outcome, the State from the expenses of and against all suits, actions, claims, or costs, expenses, and attorney fees that may be incurred because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the Contractor or their subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in the work; or because of any act or omission, neglect, or misconduct of the Contractor or their subcontractors; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act or any other law, ordinance, order or decree.

Insurance Requirements

The Contractor shall carry such public liability and property damage insurance that will protect them and the State of Idaho from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract whether such operations be by themselves or by any subcontractor or by anyone directly or indirectly employed by either of them. The following is a brief explanation of the required insurance coverage's. A certificate of insurance will be required of the contractor selected.

1. Worker's Compensation.

The CONTRACTOR, its subcontractor(s), if any, and all employers providing work, labor or materials under this contract, are subject employers under the Idaho Worker's Compensation Law, and shall comply with Idaho Statutes regarding Worker's Compensation.

For the duration of this Contract, and until all work specified herein is complete, the CONTRACTOR, its subcontractor(s), if any, and all employers providing work, labor or materials under this contract, shall provide Idaho Worker's Compensation coverage that satisfies Idaho law for all their subject workers.

The CONTRACTOR must have a valid Worker's Compensation insurance policy in effect prior to the Division of Purchasing generating the contract. The CONTRACTOR must show proof of such coverage by presenting to the Division of Purchasing a valid certificate of insurance showing statutory coverage.

The CONTRACTOR must provide either a Certificate of Idaho Workers' Compensation Insurance issued by a surety licensed to write Idaho Workers' Compensation Insurance in the State of Idaho, as evidence that the CONTRACTOR has in effect a current Idaho Workers' Compensation Insurance policy, or an extraterritorial certificate approved by the Idaho

Industrial Commission from a State that has a current reciprocity agreement with the Industrial Commission.

2. Employer's Liability.

This coverage is written in conjunction with Worker's Compensation and provides insurance for the employer's liability to its employees in circumstances where the injury is not covered by the Worker's Compensation law and the employer may be subject to common law liability. Employer's liability insurance shall be a minimum amount of \$100,000 per occurrence.

3. Liability Insurance.

For the duration of the Contract and until all work specified in the Contract is completed, the CONTRACTOR shall have and maintain, at CONTRACTOR'S expense, the liability insurance set forth below and shall comply with all limits, terms and conditions of such insurance. Work under this Contract shall not commence until evidence of all required insurance is provided to the Division of Purchasing. Evidence of insurance shall consist of a completed certificate of insurance signed by the insurance agent for the CONTRACTOR and made a part of this Contract.

4. The Contractor shall not commence work under the contract until he obtains all insurance required under this provision and furnishes a certificate or other form showing proof of current coverage to the State and to the railroad or railway company, when involved. All insurance policies and certificates must be signed copies. After work commences, the Contractor will keep in force all required insurance until written acceptance of the project.

Required Insurance:

1. Commercial General Liability Insurance.

The CONTRACTOR shall have and maintain Commercial General Liability (CGL) Insurance covering bodily injury and property damage. This insurance shall include personal injury liability coverage; blanket contractual liability coverage for the indemnity provided under this Contract and products/completed operations liability. The combined single limit per occurrence shall not be less than \$1,000,000 or the equivalent. Each annual aggregate limit shall not be less than \$1,000,000, when applicable, and will be endorsed to apply separately to each job site or location.

2. Automobile Liability Insurance

The Contractor shall obtain, at the Contractor's expense, and keep in effect during the entire term of the contract, Automobile Liability Insurance covering owned, non-owned and hired vehicles. This coverage may be written in combination with Commercial General Liability Insurance. Combined single limit per occurrence shall not be less than \$1,000,000.

Additional Requirements:

1. **State of Idaho as Additional Insured**

The liability insurance coverage required for performance of the Contract shall include the State of Idaho, the Idaho Transportation Department and its division, officers and employees as additional insured, but only with respect to the CONTRACTOR'S activities to be performed under this Contract.

2. **Notice of Cancellation or Change**

The CONTRACTOR shall ensure that all policies of insurance are endorsed to read that there shall be no cancellation, material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s) without sixty (60) days prior written notice from the CONTRACTOR or its insurer to the Idaho Transportation Department. CONTRACTOR shall further ensure that all policies of insurance are endorsed to read that any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage(s) provided to the State of Idaho, Transportation Department and its divisions, officers and employees.

3.10. TITLE VI ASSURANCES

Application

These contract provisions shall apply to all work performed on the contract by the contractor with his own organization and with the assistance of workmen under his immediate superintendence and to all work performed on the contract by piece work, station work or by subcontract.

Employment Lists, Labor Selection, Non-Discrimination

A local public employment agency has been designated by the State to prepare the employment lists for the project.

All qualified unskilled labor shall be employed insofar as possible from lists furnished the contractor by the employment agency designated in the contract. The contractor may avail himself of the services of the employment agency for obtaining labor of the intermediate and skilled grade.

In the performance of this contract, within the limitations of Subsection 107.01 requiring employment of up to 95% Idaho residents, preference in employment shall be given to qualified honorably discharged Veterans of the United States Armed Forces.

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:**

The Contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the U.S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the “Regulations”), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination:

The Contractor, with regard to the work performed during the contract, shall not discriminate on the grounds of race, color, religion, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:

In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor, of the Contractor’s obligations of this contract and Regulations relative to nondiscrimination on the grounds of race, color, religion, sex, or national origin.

4. Information and Reports:

The Contractor shall provide all information and reports required by Regulations and/or Directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the state of Idaho Transportation Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the state of Idaho Transportation Department or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance:

In the event the Contractor is in noncompliance with the nondiscrimination provision of this contract, the state of Idaho Transportation Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withhold progress payments until it is determined that the contractor is found in compliance;
- b. Suspend the contract, in whole or in part, until the contractor or subcontractor is found to be in compliance with no progress payment being made during this time and no time extension made;

- c. Cancel or terminate the contract for cause;
- d. Assess against the contractor's final payment on this contract or any progress payments on current or future Idaho projects an administrative remedy by reducing the final payment or future progress payment in an amount equal to 10% of this contract or \$7,700, whichever is less.

6. Incorporation of the Provisions:

The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to subcontractor or procurement as the state of Idaho Transportation Department or Federal Highway Administration may direct as a means of enforcing the provisions, including sanctions for noncompliance, provided, however, that in the event a Contractor becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the state of Idaho Transportation Department to enter into such litigation to protect the interests of the State, and in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Labor Provisions

The wages of labor shall be paid in legal tender of the United States, except that this condition will be considered satisfied if payment is made by a negotiable check, on a solvent bank, which may be cashed readily by the employee in the local community for the full amount without discount or collection charges of any kind. Where checks are used for payment, the contractor shall make all necessary arrangements for them to be cashed and shall give information regarding such arrangements. No fee of any kind shall be asked or accepted by the contractor or any of his agents from any person as a condition of employment on the project.

No employee shall be charged for any tools used in performing their respective duties except for reasonably avoidable loss or damage thereto.

Every employee on the work covered by this contract shall be permitted to lodge, board and trade where and with whom he elects and neither the contractor nor his agents nor his employees shall directly or indirectly require as a condition of employment that an employee shall lodge, board or trade at a particular place or with a particular person.

No charge shall be made for any transportation furnished by the contractor or his agents to any person employed on the work.

No individual shall be employed as a laborer on this contract except on a wage basis, but this shall not be construed to prohibit the rental of teams' trucks or other equipment from individuals. No such rental agreement or any charges for feed, gasoline, supplies

or repairs on account of such agreement, shall cause any deduction from the wages accruing to any employee except as authorized by the regulations hereinbefore cited.

3.11. CONTRACT PRICE ADJUSTMENT

Product:

The contractor may request an adjustment at annual intervals from the date of the contract. The percentage increase is not to exceed the latest annual increase in the consumer Price Index, Table 1, (CPU-U) Commodity and Service Group, Commodities less food and beverages. Such adjustment may be allowed only after:

1. The vendor has submitted a written request to the Department at least 30 calendar days prior to the proposed implementation date and provided detailed justification for such an adjustment is given, and
2. The Department has given written approval of the requested adjustment effective on the next annual adjustment date.

3.12. EXTENSION OF PRICING TO OTHER PUBLIC AGENCIES

With the exception of other State of Idaho State Agencies, contract prices shall be extended to other public agencies. Public agency means any city or political subdivision of this state, including but not limited to counties, school districts, highway districts, port authorities, instrumentalities of counties, cities or any political subdivision created under the laws of the state of Idaho.

4. BID EVALUATION

5. BID SCHEDULE

The following quantities of Cold Asphalt Patching Material are projected from use for the terms of this contract. These quantities are estimates to be used for bidding purposes only. They are not guaranteed deliverable quantities as quantities may be less or more than what is being represented.

This bid shall be based off products that are on the Qualified Products List of the ITD, at the date and time of this bid opening.

DISTRICT LOCATIONS

IDAHO TRANSPORTATION DEPARTMENT
Division of Highways District #1
600 W. Prairie Ave.
Coeur d'Alene, ID 83814-3538
Contact: Jim West @ (208) 772-1200

IDAHO TRANSPORTATION DEPARTMENT
Division of Highways District #4
63 West Highway 26
Shoshone, ID 83352-0820
Contact: Shad Flores @ (208) 886-7800

IDAHO TRANSPORTATION DEPARTMENT
Division of Highways District #2
2600 Frontage Road
Lewiston, ID 83501-0837
Contact: Mike Frantz @ (208) 799-5090

IDAHO TRANSPORTATION DEPARTMENT
Division of Highways District #5
5151 South 5th
Pocatello, ID 83205-4700
Contact: Lora Longhurst @ (208) 239-3300

IDAHO TRANSPORTATION DEPARTMENT
Division of Highways District #3
8150 Chinden Blvd.
Boise, ID 83714-1367
Contact: Fred Trescott @ (208) 334-8317

IDAHO TRANSPORTATION DEPARTMENT
Division of Highways District #6
206 N. Yellowstone
Rigby, ID 83442-0097
Contact: Paul Walker @ (208) 745-7781

COLD ASPHALT PATCHING MATERIAL SPECIFICATION

Special Provision

GENERAL

The bituminous patching mix will be applied in the ambient temperature range of 20 degrees to 100 degrees F. The mixture must provide satisfactory coating, workability and adhesion characteristics while functioning during cool to hot dry to wet climatic conditions. Once in place and compacted it must be unaffected by changes in weather conditions.

LIQUID ASPHALT BLEND

The liquid asphalt component used shall be a PG 58-22 (Idaho Transportation Department) WDOT, a diluent which complies with the requirements and applicable specifications of the American Petroleum Institute (API), and a polymer additive of high quality that improves cohesion and adhesion properties and is capable of passing AASHTO-T-182 as modified herein.

AGGREGATE

The gradation should comply with the following limits, except in the case where other studied and approved aggregates should be required by the agency.

PERCENT TOTAL PASSING	
Sieve	Cold Mix
1/2	100
3/8	90-100
1/4	60-88
#10	20-40
#40	8-20
#80	4-11
#200	1.0-4.0

TEST	METHOD	SPECIFICATION
Extraction	ASTM D2172	+ or - 0.5%
Gradation	AASHTO T-30	Tolerance within Cold Mix Specification
Resistance to Water Damage	AASHTO T-182 modified	+95%
Outdoor Shelf Life	Visual	6 months min, 50 ton min. @ 6' height

SHELF LIFE

Depending on handling and stockpiling practices, Cold Asphalt Patching Material must be able to be stored outdoors for extended periods of up to at least six (6) months, and still retain its performance characteristics.

Bids will be awarded based on extension of unit prices bid and may be by district, groups of districts, or total of districts whichever is determined to be in the best interest of the state.

The bidder shall bid each location in each District for it to be a valid bid. The bidder shall bid the same product name for all areas within a District. If the bidder wishes to bid a different product, they must complete the bid form a second time for that product.

Award of the contract. The price shall be FOB Point of Delivery.

Identify the Category for which you are bidding and provide the product name and the name of your company.

Circle One:

Product Name_____

Bidders Name_____

Please refer to the attached Solid Product Bid List

This page must be returned with your bid documents

Amendment #4

BID SCHEDULE

Each Bid item shall be filled in completely by the Contractor in the bid schedule, by indicating total dollars and cents under Unit Price and Total Cost. All costs, including hourly rates, will be included here and will be fully burdened to include, but not limited to, wages, transportation, lodging, overhead, and per-diem. All figures shall be written in ink or typed. Penciled entries will not be accepted; bids will be considered irregular and rejected.

Requisition Number: K-000380

Contractor / Business Name: _____

District 1 – Coeur d’Alene, Idaho

“SP” ITEM NO.	UNIT	ITEM DESCRIPTION	UNIT PRICE	TOTAL AMOUNT BID
SP-1	One-Ton Pallet	Cold Asphalt Patching Material	\$ _____	\$ _____
SP-1	Two-Ton Pallet	Cold Asphalt Patching Material	\$ _____	\$ _____

Estimates are for bidding purposes only.

District 2 – Lewiston, Idaho

“SP” ITEM NO.	UNIT	ITEM DESCRIPTION	UNIT PRICE	TOTAL AMOUNT BID
SP-1	One-Ton Pallet	Cold Asphalt Patching Material	\$ _____	\$ _____
SP-1	Two-Ton Pallet	Cold Asphalt Patching Material	\$ _____	\$ _____

Estimates are for bidding purposes only.

District 3 – Boise, Idaho

“SP” ITEM NO.	UNIT	ITEM DESCRIPTION	UNIT PRICE	TOTAL AMOUNT BID
SP-1	One-Ton Pallet	Cold Asphalt Patching Material	\$ _____	\$ _____
SP-1	Two-Ton Pallet	Cold Asphalt Patching Material	\$ _____	\$ _____

Estimates are for bidding purposes only.

Amendment #4

District 4 – Shoshone, Idaho

“SP” ITEM NO.	UNIT	ITEM DESCRIPTION	UNIT PRICE	TOTAL AMOUNT BID
SP-1	One-Ton Pallet	Cold Asphalt Patching Material	\$ _____	\$ _____
SP-1	Two-Ton Pallet	Cold Asphalt Patching Material	\$ _____	\$ _____

Estimates are for bidding purposes only.

District 5 – Pocatello, Idaho

“SP” ITEM NO.	UNIT	ITEM DESCRIPTION	UNIT PRICE	TOTAL AMOUNT BID
SP-1	One-Ton Pallet	Cold Asphalt Patching Material	\$ _____	\$ _____
SP-1	Two-Ton Pallet	Cold Asphalt Patching Material	\$ _____	\$ _____

Estimates are for bidding purposes only.

District 6 – Rigby, Idaho

“SP” ITEM NO.	UNIT	ITEM DESCRIPTION	UNIT PRICE	TOTAL AMOUNT BID
SP-1	One-Ton Pallet	Cold Asphalt Patching Material	\$ _____	\$ _____
SP-1	Two-Ton Pallet	Cold Asphalt Patching Material	\$ _____	\$ _____

Estimates are for bidding purposes only.

Bids will be awarded based on extension of unit prices bid and may be by district, groups of districts, or total of districts whichever is determined to be in the best interest of the state.

This Amendment #4 page must be returned with your bid documents

ATTACHMENT 6

COLD ASPHALT PATCHING MATERIAL AMENDMENT DESCRIPTION

Amendment 1	Page 2. Replaced incorrect wording “snow and ice chemical products” with correct wording “cold asphalt patching materials”	12/04/06
Amendment 2	Page 24. Replaced incorrect wording “snow and ice chemical products” with correct wording “cold asphalt patching materials”	12/05/06
Amendment 3	Page 20. Revised to accommodate pricing and mileage information for all six districts. Added Amendment 6 (Amendment Description Page)	12/06/06
Amendment 4	Pages 20a & 20b Revised to accommodate pricing options for one-ton pallet or two-ton pallet. Removed “Total miles one-way from vendor warehouse to district location: ” Inserted “Estimates are for bidding purposes only”.	12/11/06

BIDDERS RESPONSIBILITY PAGE

1. **“Signature Page”**

- Public Works License Number must be inserted
- Page must be signed with an original signature

2. **Bid Response**

- Individual, Partnership, or Corporation
- One of three, depending upon company structure, **MUST be completed, notarized and signed with an original signature.**

3. Bidder must complete **Bid Schedule**

4. Bidder must complete **Domicile Form**

5. **All Addenda** must be Signed and returned with your Bid Documents. It is the Bidder’s responsibility to verify if an addendum was issued.

6. **ALL BIDS** must be submitted in a sealed enveloped with the Requisition Number, Bid Open Date, and Project Name clearly marked on the outside of the envelop

7. **NO BID ADJUSTMENTS WILL BE ACCEPTED:** Any changes made to a bid must be submitted as a separate bid and all rules remain in effect. **ALL** REQUIRED paperwork must be re-submitted.

8. **WORKERS’ COMPENSATION INSURANCE:** - Per Idaho Code 72-216. Proof of said insurance must be provided by successful Bidder before Contract(s) are executed. – It shall be the Contractors responsibility to request, each year, a current certificate of insurance is sent to the Agency. Non-Compliance will result in the forfeiture of Contract and all Bonds.

9. **GENERAL AND AUTOMOBILE LIABILITY INSURANCE:** - Proof of said insurance must be provided by successful Bidder before Contract(s) are executed. Non-Compliance will result in the forfeiture of Awarded Contract and all Bonds.

ATTACHMENT 1

Requisition # K-000380
Project: COLD ASPHALT PATCHING MATERIAL

INTENTION TO RESPOND

No Fax Cover Sheet Is Required

FAX BACK: 208 334-8824

Your assistance is requested. Please fax back immediately.

To: Idaho Transportation Department
Purchasing Section
PO Box 7129
Boise, Idaho 83707-1129

BID CLOSING ON: DECEMBER 18, 2006 @ 5:00 P.M.

BID OPENING ON: DECEMBER 19, 2006 @ 10:30 A.M.

Please check all that apply

_____ Company intends to prepare and submit a proposal to the requisition listed above.

_____ Company does not plan to respond.

_____ Other Message/Comments: _____

Company Name _____

Individual/Owner's Name _____

Mailing Address _____

City _____ State _____ Zip _____

Contact Person _____
(Please Print)

Phone # _____ Fax # _____

ATTACHMENT 2

DAHO TRANSPORTATION DEPARTMENT

SIGNATURE PAGE

December 4, 2006

Idaho Transportation Department
Supply Services Purchasing Section
3311 West State Street
Boise, Idaho 83703

REQUISITION #: K-000380

The Idaho Transportation Department is seeking qualified bidders to Cold Asphalt Patching Material products as per the specifications contained in Requisition Number K-000380.

Company Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

FEDERAL TAX IDENTIFICATION # _____

Contractors Signature/Authorized Signature:

Printed Name

BY SIGNING, BIDDER ACKNOWLEDGES ITS RESPONSIBILITY FOR ANY ADDENDA THAT HAVE BEEN ISSUED FOR THIS SOLICITATION AND WILL COMPLY WITH ALL THE TERMS, CONDITIONS, AND SPECIFICATIONS OF THIS SOLICITATION.

THIS PAGE MUST BE SIGNED, WITH AN ORIGINAL SIGNATURE, AND RETURNED WITH YOUR BID DOCUMENTS!

ATTACHMENT 3

B I D P R O P O S A L

TO: IDAHO TRANSPORTATION BOARD
Idaho Transportation Department

In compliance with your invitation for bids to be received **DECEMBER 18, 2006 @ 5:00 P.M., and opened on DECEMBER 19, 2006 @ 10:30 A.M.**, the undersigned certifies they have examined the location of work and/or materials sites, and has satisfied themselves as to the condition to be encountered, and that the plans, specifications, contract and method of payment for such work is understood. The undersigned hereby agrees to supply cold asphalt patching materials as per the specifications contained in **Requisition Number K-000380**.

By signing this bid proposal (P-3, A, B or C), the bidder being duly sworn states that the firm, association or corporation to whom this contract is to be awarded has not by or through any of its officers, partners, owners or any other person associated therewith, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this highway project, and is not financially interested in or otherwise affiliated in a business way with any other bidder on this project.

BIDDER'S SIGNATURES REQUIRED

TO BE EXECUTED BY **CORPORATE** CONTRACTORS

Date _____, 2006

Name, Address and Phone Number of Corporation:

Phone Number

Incorporated under the laws of the State of _____

Name & Address of President _____

Name & Address of Secretary _____

Name & Address of Treasurer _____

SIGNATURE

President, Vice President, etc.

State of _____, County of _____ ss. On this _____ day of _____, in the year _____, before me _____ (*Notary Public*), personally appeared _____, known or identified to me to be the President or Vice President or Secretary or Assistant Secretary, of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

Notary Public for _____

Residing at _____

My Commission Expires on: _____

Page 2A of 2

BIDDER'S SIGNATURES REQUIRED

TO BE EXECUTED BY **PARTNERSHIP**

Date _____, 2005

Name, Address and Phone Number of Bidder:

Phone Number

SIGNATURE:

(Name & Title, as "Partner")

Address

(Name & Title, as "Partner")

Address

(Name & Title, as "Partner")

Address

THIS MUST BE SIGNED BY AT LEAST ONE GENERAL PARTNER

State of _____, County of _____ ss. On this

_____ day of _____, in the year _____, before me

(Notary Public), personally appeared

_____, known or identified to me to be one of the partners

in the partnership of _____ (Partnership Name Signed to

Instrument) and the partner or one of the partners who subscribed said partnership name to the foregoing

instrument, and acknowledged to me that they executed the same in said partnership name.

Notary Public For _____

Residing at _____

My Commission Expires on:

BIDDER'S SIGNATURES REQUIRED

TO BE EXECUTED BY **SOLE PROPRIETOR**

Date _____, 2005

Name, Address and Phone Number of Bidder:

Phone Number

SIGNATURE:

(Name & Title, as "Owner") Address

(Name & Title, as "Owner") Address

State of _____ County of _____ ss. On this _____ day of _____, in the year _____, before me

(Notary Public), personally appeared _____, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that _____ executed the same.

(he/she/they)

Notary Public For _____

Residing at _____

My Commission Expires on: _____

ATTACHMENT 4

DOMICILE

PREFERENCE FOR IDAHO DOMICILED CONTRACTORS ON PUBLIC WORKS (Idaho Code 67-2348 - Effective July 1, 1982). To the extent permitted by federal laws and regulations, whenever the State of Idaho, or any department, division, bureau or agency thereof, or any city, county, school district, irrigation district, drainage district, sewer district, highway district, good road district, fire district, flood district, or other public body, shall let for bid any contract for bid any contract to a contractor for any public works, the contractor domiciled outside the boundaries of Idaho shall be required, in order to be successful, to submit a bid the same percent less than the lowest bid submitted by a responsible contractor domiciled in Idaho as would be required for such an Idaho domiciled contractor to succeed over the bidding contractor domiciled outside Idaho on a like contract being let in his domiciliary state.

If the bidder is unsure of where their business is domiciled, the following "rule of thumb" may help!

- 1) Corporation: Domiciled where chartered.
- 2) Sole Proprietor: Domiciled where permanent headquarters of business located.
- 3) Partnership: Domiciled where permanent headquarters of business located.

COMPANY NAME: _____

STATE OF DOMICILE: _____

NOTE: THIS PAGE MUST BE RETURNED WITH YOUR BID!!!!

ATTACHMENT 5

**COLD ASPHALT PATCHING MATERIAL
POSSIBLE INTEREST
- BIDDERS LIST -
AS OF 11/06**

VALLEY PAVING PO BOX 775 BELLEVUE ID 83313 208 788-2284 208 788 2195 (Fax)	SPECIALTY CONSTRUCTION SUPPLY 12450 W. FRANKLIN RD BOISE, ID 83709 208 322 6800 208 322 2636 (Fax)
IDAHO ASPHALT SUPPLY INC 2535 N 15 TH EAST IDAHO FALLS ID 83401 208 785 1797 208 785 1818 (Fax)	AMERITECH SUPPLY 2810 S ORCHARD BOISE, ID 83705 208 336 7748 ATTN: REBECCA FERRERA

ATTACHMENT 6

**COLD ASPHALT PATCHING MATERIAL
AMENDMENT DESCRIPTION**

Amendment 1	Page 2. Replaced incorrect wording “snow and ice chemical products” with correct wording “cold asphalt patching materials”	12/04/06
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